

LEVIN SIMES ABRAMS LLP
1700 Montgomery Street, Suite 250
San Francisco, California 94111
415.426.3000 phone • 415.426.3001 fax

By Fax

1 Laurel L. Simes (SBN #134637)
Rachel Abrams (SBN #209316)
2 Meghan E. McCormick (SBN #283853)
LEVIN SIMES ABRAMS LLP
3 1700 Montgomery Street, Suite 250
San Francisco, California 94111
4 Telephone: (415) 426-3000
Facsimile: (415) 426-3001
5 Email: lsimes@levinsimes.com
Email: rabrams@levinsimes.com
6 Email: mmccormick@levinsimes.com

7 *Attorneys for Plaintiff*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10 JANE DOE 3, an individual,

11 Plaintiff,

12 v.

13 LYFT, INC.; a Delaware Corporation; and
DOES 1 through 50, Inclusive,

14 Defendants.

Case No. **CGC-19-578278**

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

1. **GENERAL NEGLIGENCE**
2. **NEGLIGENT HIRING, RETENTION,
AND SUPERVISION**
3. **COMMON CARRIER NEGLIGENCE**
4. **NEGLIGENT FAILURE TO WARN**
5. **VICARIOUS LIABILITY FOR SEXUAL
ASSAULT**
6. **VICARIOUS LIABILITY FOR SEXUAL
BATTERY**
7. **INTENTIONAL MISREPRESENTATION**
8. **NEGLIGENT MISREPRESENTATION**
9. **NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS**
10. **BREACH OF CONTRACT**
11. **PUNITIVE DAMAGES**

23
24 Plaintiff JANE DOE 3¹ ("Plaintiff") alleges causes of action against LYFT, INC.
25 ("LYFT"), a corporation with its principal place of business in San Francisco, California, and

26
27 ¹ Counsel for Plaintiff will be filing numerous complaints on behalf of clients who have been sexually
28 assaulted by LYFT drivers. As such, counsel is numbering its Jane Doe Plaintiffs in order to readily
distinguish them.

ENDORSED
FILED
San Francisco County Superior Court

AUG 08 2019

CLERK OF THE COURT
BY: SANDRA L. SCHIRO
Deputy Clerk

DOES 1 through 50, inclusive, and each of them, and complains and alleges as follows:

FACTUAL OVERVIEW OF ALLEGATIONS

1. LYFT is a transportation company headquartered in San Francisco, California and is one of the fastest growing companies in the United States. At least as early as 2015, LYFT became aware that LYFT drivers were sexually assaulting and raping female passengers. Since 2015, sexual predators driving for LYFT have continued to assault and rape LYFT's female passengers. For four years, LYFT has known of the ongoing sexual assaults and rapes by LYFT drivers upon LYFT passengers. Complaints to LYFT by female passengers who have been attacked by LYFT drivers, combined with subsequent criminal investigations by law enforcement, clearly establish that LYFT has been fully aware of these continuing attacks by sexual predators driving for LYFT.

2. LYFT's response to this sexual predator crisis amongst LYFT drivers has been appalling inadequate. LYFT continues to hire drivers without performing adequate background checks. LYFT continues to allow culpable drivers to keep driving for LYFT. And, perhaps most importantly, LYFT has failed to adopt and implement reasonable driver monitoring procedures designed to protect the safety of its passengers. As a consequence, LYFT passengers continue to be victims of sexual assaults and rapes by LYFT drivers.

3. On July 7, 2018, Plaintiff was raped by a LYFT driver while the driver was driving for LYFT. These events have had a debilitating effect on plaintiff. The trauma of the rape caused and continues to cause pain and suffering and has had a catastrophic impact on plaintiff's life and well-being. Unfortunately, there have been many other sexual assault victims who like Plaintiff, have been attacked and traumatized after they simply contracted with LYFT for a safe ride home.

4. Passengers pay LYFT a fee in exchange for safe passage to their destination. LYFT's public representations state that "safety is our top priority" and "it is our goal to make every ride safe, comfortable and reliable". Sadly, LYFT's priority is not passenger safety. Profits are LYFT's priority. As a result, Plaintiff and other female passengers continue to be attacked by sexual predators driving for LYFT.

5. When faced with this sexual predator crisis, there are a number of potential safety

1 procedures that a reasonable transportation company would implement in order to address this
2 dangerous situation. Yet, LYFT corporate management has failed to implement the most obvious
3 and straightforward safety procedures in order to address the growing problem of sexual assault by
4 those LYFT drivers who are sexual predators.

5 6. Corporate decision-making with respect to passenger safety issues is centered at
6 LYFT's corporate headquarters in San Francisco. Decisions with respect to the vetting of LYFT
7 drivers and the supervision of LYFT driver's *vis a vis* the safety of its passengers are made and
8 implemented in its San Francisco headquarters. LYFT's contract with LYFT customers specifies
9 that the agreement should be governed by California law.

10 **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

11 7. Even today, the hiring of LYFT drivers occurs without any real screening.
12 Potential drivers merely fill out a form online. There is no interview either in person or through
13 online Skype. There is no adequate background check and no biometric fingerprinting. Almost
14 all online applicants become drivers. Once a LYFT applicant becomes a driver, LYFT fails to
15 utilize its own technology, including in car cameras and GPS tracking, to ensure that drivers keep
16 the camera running during the entire ride and that the driver remains on course to the passenger's
17 destination. LYFT does not have a zero-tolerance policy for sexual misconduct and has allowed
18 drivers who have been reported for misconduct to continue driving. LYFT does not require non-
19 harassment training, nor does it adequately investigate passenger complaints of sexually
20 inappropriate behavior or serious sexual assaults. Shockingly, a chatroom of rideshare drivers
21 exists where they openly discuss and brag about the access that they have to "hot" young women.
22 Notwithstanding LYFT's history of hiring sexual predator who have assaulted LYFT passengers,
23 and notwithstanding the obvious and open subculture of LYFT drivers who harbor a sexual
24 motivation for driving young female passengers, LYFT does nothing to warn its female
25 passengers about this very serious and real danger.

26 **LYFT'S FINANCIAL MODEL**

27 8. The key to LYFT's business model is getting as many new LYFT drivers on the
28 road as possible. The more drivers, the more rides, the more money LYFT makes. Unfortunately,

1 more careful screening and supervision would result in fewer drivers and lower profits.

2 9. LYFT also has a high turnover among its drivers because they are not well paid and
3 often move on to other jobs. As a result, and in order to keep the number of drivers on the road at
4 a maximum level, LYFT's business model is designed to accept as many new drivers as possible
5 and to keep as many existing drivers working for LYFT as possible. Unfortunately, LYFT
6 prioritizes profits over passenger safety. That is why LYFT corporate management has made
7 deliberate decisions to adopt inadequate initial screening procedures, inadequate safety
8 monitoring, and has failed to warn passengers of the dangers of riding with LYFT.

9 **LYFT's CONTROL OVER ITS DRIVERS**

10 10. LYFT exercises significant control over its drivers. LYFT executives set all of the
11 fare rates. Drivers have no input on the fares charged and no ability to negotiate fares with
12 customers. Fees are standardized based on mileage and or ride time, similar to taxis.

13 11. LYFT collects a percentage fee for every ride. LYFT does not charge drivers a fee
14 to become a LYFT driver and LYFT does not charge drivers to use the LYFT App.

15 12. LYFT drivers are prohibited from answering passenger inquiries about booking
16 rides outside of the LYFT App.

17 13. LYFT has the power to terminate drivers with or without cause.

18 14. LYFT drivers are expected to accept all ride requests while they are logged into the
19 App. Drivers who reject or cancel too many ride requests risk facing discipline, including
20 suspension or termination.

21 15. LYFT provides its drivers with and requires them to use and display LYFT
22 branding materials in order to make their drivers easily identifiable as LYFT drivers.

23 16. LYFT also allows for passengers to provide comments to LYFT regarding their
24 experience with the LYFT driver. These comments are not shared with other passengers.
25 Passengers are not provided with any information regarding their driver other than a photograph,
26 and other basic information about the car. Passengers are not informed about prior complaints
27 concerning particular drivers.

28 17. Within the app, LYFT does not tell passengers whether their comments regarding

1 drivers are shared with drivers, resulting in a ride share culture where passengers are fearful that
2 giving honest negative feedback could negatively impact their passenger star rating – or result in
3 retaliation from the driver.

4 **NO MONITORING OF RIDES**

5 18. Given LYFT's knowledge of the sexual assaults and rapes of its passengers by
6 LYFT drivers, the company should have implemented a monitoring system in order to protect its
7 passengers. As a technology company with access to a state-of-the-art in-app tracking system, as
8 well as a camera within the required mobile device, LYFT could take the following steps towards
9 the elimination of the sexual assaults by LYFT drivers:

- 10 • Adopt a zero-tolerance policy for improper conduct and inform all drivers
11 of the policy;
- 12 • Maintain a surveillance camera and rules requiring its continuing operation
13 during all rides;
- 14 • Inform drivers that if they turn off the surveillance system during a LYFT
15 ride, they will never drive for LYFT again;
- 16 • Inform their drivers that they may not leave the car and accompany a
17 passenger to their home or to any other location outside the vehicle, other
18 than to provide temporary and time-limited assistance to a passenger;
- 19 • Modify the functionality of the app so that LYFT can determine
20 immediately if a driver deviates from these protocols;

21 19. The ongoing sexual attacks by LYFT drivers are and have long been known to
22 LYFT. Prior to Plaintiff's rape, LYFT has known that a consequence of its business model has
23 been exposing women, who are using the business for a safe ride home after a night of drinking, to
24 drivers that may take advantage of their vulnerable position. Despite being a company that holds
25 itself out to the public as being engaged in the safe transportation of its passengers from place to
26 place for compensation, LYFT has failed to take any reasonable precautions to attempt to prevent
27 harm to its passengers.

28 20. At the time of the actions alleged in this complaint LYFT was aware of the

1 established occurrence of sexual assault of its female passengers by its drivers but failed to take
2 any reasonable action to protect its passengers from these assaults and violations.

3 **MISREPRESENTATIONS AS TO SAFETY**

4 21. In addition to inadequate background check procedures, LYFT affirmatively induces
5 passengers, particularly young, unaccompanied, intoxicated, and/or vulnerable women, to use its
6 services with the expectation of safety, while LYFT simultaneously knows that sexual abuse of its
7 passengers has been prevalent.

8 22. In February 2015, LYFT's website posted a blog post announcing it had partnered
9 with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
10 passengers during the Spring Break season, "making it easier to get a safe ride home even if
11 you're in a new city." In November 2016, LYFT's website posted a blog post entitled "Get Home
12 Safely with Lyft," again touting its partnership with It's On Us, and offering college students free
13 LYFT rides so that they "don't need to worry about finding a safe ride after going out." The
14 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.
15 Nowhere on LYFT's website does LYFT discuss the occurrence or risk of sexual assault by
16 LYFT's drivers. As a result, many women, like Plaintiff, enter LYFT cars unaccompanied and
17 after drinking with the expectation that they will not be harassed, propositioned, kidnapped,
18 attacked, stalked, raped, or worse, by LYFT's drivers.

19 23. Further, LYFT does not report statistics about sexual harassment or sexual assault
20 by its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by
21 its drivers. LYFT does not properly train its customer service representatives on how to deal with
22 serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a
23 driver have been later matched with the same driver, and dangerous drivers continue to drive with
24 LYFT and assault passengers while LYFT profits from their actions. At the time of Plaintiff's
25 rape, LYFT's guidelines for their drivers made no mention of sexual harassment or assault
26 guidelines.

27 24. In short, LYFT fails to follow reasonable safety procedures and intentionally
28 induces passengers to use LYFT's services while in a vulnerable state. As a result, Plaintiff and

1 women like her are attacked, sexually assaulted, and raped by LYFT's drivers.

2 **LYFT'S BACKGROUND CHECKS**

3 25. LYFT relies on a quick, name-based background check process to screen its
4 applicant drivers and has continuously refused to adopt an industry-standard, fingerprint-based
5 background check qualification process.

6 26. LYFT's background check process requires drivers to submit personal identifiers
7 (driver's license and social security number) through an online webpage. LYFT, in turn, provides
8 this information to third party vendors to perform a basic, name-based background check.

9 27. Neither LYFT nor the third-party vendors it uses for background checks verifies
10 that the information provided by applicants is accurate or complete. The turnaround time for a
11 LYFT background check is typically between 3-5 days.

12 28. The difference between name-based background checks and fingerprint-based
13 background checks is significant. While a name-based background check searches the applicant's
14 reported name against various databases and compares records that have the same name, a
15 fingerprint-based background check (or biometric check) uses the fingerprints of the individual to
16 match against a law enforcement database, comparing records that have the same print, even if the
17 names are different.

18 29. For example, most prospective taxi drivers are required by the taxicab companies to
19 undergo criminal background checks that require the driver to submit fingerprints through a
20 technology called "Live Scan." The fingerprint images are used to automatically search against all
21 other fingerprint images in government criminal record databases, including databases maintained
22 by state law enforcement and the Federal Bureau of Investigation (FBI). The FBI's database
23 includes criminal record information from all 50 states, including sex offender registries. If a
24 person has a criminal history anywhere in the U.S., it will register as a match.

25 30. Fingerprints are not only a highly accurate way to confirm an individual's identity,
26 they are also universally used among state and federal government agencies. This allows for the
27 highest levels of information-sharing among all relevant agencies – an element that is lacking
28 when fingerprints are not used to verify identities.

1 31. Because of the unique identifying characteristics of fingerprints, the Live Scan
2 process provides assurance that the person whose criminal history has been run is, in fact, the
3 applicant. This would ensure that a convicted rapist or sexual predator could not use a false
4 identification to become a LYFT driver.

5 32. Name-based background checks, on the other hand, are limited and not easily
6 shared among the appropriate authorities. These name-based criminal background checks are
7 performed on publicly available databases and records from county courthouses, which are not
8 linked to each other and typically, do not go back past seven years. Because the FBI database is
9 not accessed, there is no true national search performed, making these searches incomplete,
10 limited and inaccurate.

11 33. Name-based background checks present systematic, fundamental problems. First,
12 there is no way to positively identify a person via a biometric indicator, increasing the likelihood
13 of fraud. Likewise, because names, addresses and birthdays are not unique, the likelihood of false
14 positives (a person linked in error with another's record) and false negatives (someone getting
15 cleared when they should not) are greatly increased. For example, if an individual changes her
16 name, or for some other reason has a criminal history under a different name, the name-based
17 checks can miss the individual's criminal history.

18 34. LYFT has refused to adopt fingerprint-based biometric checks and has in fact spent
19 millions of dollars lobbying against local regulations requiring these checks.

20 35. Despite advertising to passengers that "Your safety is important" and "Safety is our
21 top priority," LYFT's background check process is designed for speed, not safety. In refusing to
22 adopt reasonable safety procedures, LYFT makes clear that its priority is profit, not passenger
23 safety.

24 **THE SEXUAL ASSAULT UPON PLAINTIFF**

25 36. On the evening of July 6, 2018, Plaintiff went out for drinks with a couple of
26 girlfriends. Shortly after midnight that night, Plaintiff ordered a ride using the LYFT application in
27 order to get herself safely home.

28 37. The LYFT application assigned the ride to "Michael" ("LYFT DRIVER"), who

drove Plaintiff to her home, where he raped Plaintiff. The ride to Plaintiff's home lasted approximately 11 minutes.

38. The rape was reported to LYFT and the police. A rape kit was administered by hospital personnel. The matter is currently under investigation by the Tacoma police.

39. Defendant LYFT collected and retained a fee for the LYFT trip that resulted in the rape of Plaintiff.

40. By failing to take reasonable steps to confront the problem of multiple rapes and sexual assaults of LYFT passengers by LYFT drivers, LYFT has acted in conscious disregard of the safety of its passengers, including Plaintiff, and has breached its duty of reasonable care and has breached the implied and express covenants arising from its contract with its passengers.

41. LYFT is legally responsible for the harm to Plaintiff under a number of legal theories including vicarious liability for the intentional acts of its employees (battery and false imprisonment) basic negligence for failing to act with reasonable care when faced with multiple and ongoing attacks by its drivers, breach of the non-delegable duty of a transportation company to provide safe passage to its passengers, punitive damages for the conscious disregard of the safety of its female passengers, intentional and negligent misrepresentations and breaches of contract, and express and implied covenants arising out of its commercial contracts with its passengers, including Plaintiff.

PARTIES

42. Defendant LYFT ("DEFENDANT") is a Delaware Corporation with its principal place of business at 185 Berry Street, San Francisco, California. San Francisco is the center of Corporate decision-making with respect to the hiring and supervision of LYFT drivers, safety precautions, passenger safety, as well as decision-making with respect to LYFT's response to the ongoing sexual attacks upon LYFT passengers.

43. Plaintiff, an adult woman and resident of Washington, was a LYFT passenger who was raped by the LYFT driver who drove her home in Tacoma in the early hours of July 7, 2018.

44. JANE DOE 3 files this action under a pseudonym as she is a victim of sexual assault. Plaintiff proceeds in this manner to protect her legitimate privacy rights as further

1 disclosure would expose her to stigmatization and invasion of privacy. Defendants are aware of
2 the true legal name of JANE DOE 3 and the circumstances surrounding these causes of action.
3 Plaintiff further anticipates seeking concurrence from Defendants for entry into a protective order
4 to prevent unnecessary disclosure of JANE DOE 3's real name in the public record.

5 45. The true names and capacities, whether individual, plural, corporate, partnership,
6 associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore
7 sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
8 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereon alleges,
9 that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other
10 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
11 negligently, or in some other actionable manner, legally caused the hereinafter described injuries
12 and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend this Complaint
13 to show the Defendants' true names and capacities after the same have been ascertained.

14 46. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
15 mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,
16 consultant, or alter ego, of each of the remaining defendants, and was at all times herein
17 mentioned acting within the course and scope of said relationship when Plaintiff was injured as set
18 forth herein. Plaintiff is informed and believes that each and every defendant, when acting as a
19 principal, was negligent in the selection, hiring, supervision or retention of each and every other
20 defendant as an agent, servant, employee, assistant, or consultant. Plaintiff is further informed and
21 believes, and thereon alleges, that at all times herein mentioned, each business, public entity or
22 corporate employer, through its officers, directors, supervisors and managing agents, and each
23 individual defendant, had advance knowledge of the wrongful conduct, psychological profile, and
24 behavior propensity of said agents, servants, licensees, employees, assistants, consultants, and
25 alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying
26 said wrongful conduct, and, after becoming aware of their wrongful conduct, each public entity,
27 and corporate defendant by and through its officers, directors, supervisors and managing agents,
28 and each individual defendant, authorized and ratified the wrongful conduct herein alleged.

JURISDICTION AND VENUE

1 assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that
2 some LYFT drivers would continue to assault, sexually molest, sexually assault and/or rape their
3 vulnerable LYFT patrons and passengers.

4 55. Since learning of the sexual assaults perpetrated by its drivers, LYFT never adapted
5 or improved its safety procedures in any meaningful way.

6 56. LYFT does not require video monitoring of its drivers that cannot be turned off, nor
7 provide emergency notification to LYFT and the authorities when a driver drastically veers off
8 course from the passenger's destination or abruptly cancels the ride.

9 57. LYFT is very well aware of the dangers its drivers pose yet induces women like the
10 Plaintiff to enter LYFT cars while intoxicated. In doing so, LYFT fails to warn of the dangers of
11 sexual assault by LYFT's drivers.

12 58. LYFT does not require any sexual harassment/assault training of its drivers nor
13 have any policies in place for immediate termination if a driver engages in sexual misconduct.

14 59. LYFT does not cooperate with the police when a driver commits an illegal sexual
15 attack on its passengers. Despite having the express right to disclose driver information at
16 LYFT's sole discretion, LYFT requires that extensive standards be met before the company will
17 even consider law enforcement requests for information. Even after a report of sexual assault or
18 has been made, LYFT generally requires a subpoena before it will release information. Of
19 hundreds of law enforcement requests for information in 2017, the company fully complied with
20 only a fraction. LYFT's policy of noncooperation discourages police agencies from making
21 recommendations to District Attorney's offices to file complaints against LYFT drivers, and
22 provides LYFT's predatory drivers with tacit assurance that their illegal attacks will not be
23 detected by law enforcement.

24 60. When hiring new drivers, LYFT does not verify driver identities with biometric
25 background checks. LYFT does not correct for false negatives created by its name-based
26 screening procedures. LYFT does not provide industry-standard background checks which would
27 provide the most comprehensive means of screening applicant drivers. LYFT does not invest in
28 continuous monitoring of its drivers and is not immediately alerted when one of its drivers is

1 implicated in criminal acts.

2 61. LYFT cultivates an environment that encourages its passengers to ignore signs of
3 danger.

4 62. LYFT does not have a streamlined process to address passenger reports of sexual
5 assault by its drivers and continues to let dangerous predators drive for and earn money for LYFT.

6 63. For the above reasons and others, LYFT breached its duty of reasonable care
7 towards Plaintiff.

8 64. LYFT's breach was the legal cause of Plaintiff's rape, which humiliated, degraded,
9 violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff
10 caused Plaintiff to suffer both psychological and physical harm from which she may never fully
11 recover.

12 65. As a direct and legal cause of LYFT's general negligence, Plaintiff has suffered
13 damages, both economic and general, non-economic damages according to proof.

14 **SECOND CAUSE OF ACTION**

15 **(NEGLIGENT HIRING, SUPERVISION, AND RETENTION)**

16 66. The preceding paragraphs of this Complaint are incorporated by reference.

17 67. Defendant LYFT and DOES 1 through 50, inclusive hired the LYFT DRIVER.

18 68. LYFT's hiring of the LYFT DRIVER was mostly automated, after the LYFT
19 DRIVER merely filled out some short forms online, uploaded photos of a driver's license, vehicle
20 registration and proof of vehicle insurance.

21 69. At the time LYFT DRIVER applied to drive for LYFT, LYFT was not performing
22 adequate background checks for its drivers. After minimal information was provided to LYFT,
23 LYFT DRIVER was hired and engaged as a LYFT driver.

24 70. LYFT did not interview, check the references of, provide training to, or advise
25 LYFT DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable
26 basis for believing that LYFT DRIVER was fit to drive intoxicated women around at night and
27 failed to use reasonable care in determining whether he was fit for the task. LYFT should have
28 known of LYFT DRIVER's unfitness but failed to use reasonable care to discover his unfitness

1 and incompetence.

2 71. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
3 incompetence for transporting vulnerable and intoxicated women late at night in a moving vehicle,
4 LYFT employed LYFT DRIVER.

5 72. LYFT knew or should have known that assigning the task of transporting
6 vulnerable passengers late at night to an inadequately screened driver created an unreasonable risk
7 of harm to LYFT's passengers, including Plaintiff, particularly when LYFT had been on notice of
8 the string of sexual assaults committed by LYFT's drivers.

9 73. The LYFT DRIVER was and/or became unfit to perform the work for which he
10 was HIRED as he improperly and illegally took advantage of LYFT's passenger Plaintiff when she
11 attempted to use the service for a safe ride home after drinking, thereby causing her psychological
12 and physical harm.

13 74. Because of LYFT DRIVER's unfitness to perform the task of transporting Plaintiff,
14 Plaintiff was raped, which humiliated, degraded, violated, and robbed Plaintiff of her dignity and
15 personal safety.

16 75. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and or
17 supervising caused Plaintiff's rape, which humiliated, degraded, violated, and robbed Plaintiff of
18 her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer both
19 psychological and physical harm from which she may never fully recover.

20 76. As a direct and legal result of LYFT's general negligence, Plaintiff has suffered
21 damages, both economic and general, non-economic damages according to proof.

22 **THIRD CAUSE OF ACTION**

23 **(LYFT - COMMON CARRIER NEGLIGENCE)**

24 77. The preceding paragraphs of this Complaint are incorporated by reference.

25 78. At the time that Plaintiff was raped, LYFT was a common carrier as it provided
26 transportation to the general public.

27 79. LYFT provides transportation through a digital application made available to the
28 general public for the purpose of transporting its users, the passengers, from place to place for

1 profit. LYFT has widely offered its services to the general public and charges standard fees for its
2 services through its application. LYFT does not allow discrimination against passengers on the
3 basis of race, color, national origin, religion, gender, gender identity, physical or mental disability,
4 medical condition, marital status, age, or sexual orientation. Any member of the public can use
5 LYFT's services for transportation.

6 80. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

7 81. LYFT has a duty to employ the utmost degree of care and diligence that would be
8 expected of a very cautious company. LYFT has a duty to do all that human care, vigilance, and
9 foresight reasonably can do under the circumstances to avoid harm to passengers, including
10 Plaintiff.

11 82. LYFT must use reasonable skill to provide everything necessary for safe
12 transportation, in view of the transportation used and the practical operation of the business.

13 83. Despite complaints to LYFT of sexual assaults committed by LYFT drivers and
14 lawsuits against LYFT for sexual assault, LYFT has failed to implement safety precautions that
15 would address the sexual assault problem.

16 84. LYFT does not provide a consistent and reliable way for passengers to report
17 sexual abuse and rape.

18 85. LYFT does not warn passengers of the dangers of riding with LYFT and fails to
19 warn passengers of past complaints regarding LYFT drivers.

20 86. LYFT does not have an effective program in place to deal with the sexual predator
21 crisis posed by some of its drivers.

22 87. LYFT knows that its female passengers are in a uniquely vulnerable situation
23 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

24 88. LYFT has not exercised reasonable care to protect its passengers from harassment,
25 assault, and rape by LYFT's drivers.

26 89. LYFT has not exercised the utmost degree of care in order to protect its passengers
27 from the danger posed by sexual predators who drive for LYFT. If LYFT had used the highest
28 degree of care, LYFT could have prevented or dramatically reduced the likelihood of the sexual

assault of its passengers, including Plaintiff.

90. LYFT failed to safely transport Plaintiff.

91. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own driver who raped Plaintiff while she was being transported by LYFT.

92. LYFT failed to take reasonable precautions to protect its vulnerable female passengers, including Plaintiff, from the foreseeable and known risk of sexual assault, harassment and/or rape by its drivers. If LYFT had used the highest degree of care, LYFT could have prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiff.

93. As a legal and direct result of the aforementioned conduct and omission of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was raped, which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

94. As a direct and legal result of LYFT's negligence, Plaintiff has suffered damages, both economic and general, non-economic damages according to proof.

FOURTH CAUSE OF ACTION

(NEGLIGENT FAILURE TO WARN)

95. The preceding paragraphs of this Complaint are incorporated by reference.

96. LYFT's conduct created a risk of physical or emotional harm to its passengers, including Plaintiff.

97. In operating its business, LYFT knew and had reason to know that its passengers were at risk of sexual assault and abuse by LYFT's drivers since as early as 2015. Since 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been notified of police investigations of the criminal conduct of drivers acting within their capacity as LYFT drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of LYFT's passengers by LYFT's drivers.

98. Despite the knowledge of the danger its enterprise creates, LYFT did not alert its passengers, including Plaintiff, to the risk of sexual assault by LYFT drivers. In fact, LYFT

1 continued to market itself as a service that provides “safe” rides, even to unaccompanied and/or
2 intoxicated passengers.

3 99. In February 2015, LYFT’s website posted a blog post announcing it had partnered
4 with It’s On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
5 passengers during the Spring Break season, “making it easier to get a safe ride home even if
6 you’re in a new city.” In November 2016, LYFT’s website posted a blog post entitled “Get Home
7 Safely with Lyft,” again touting its partnership with It’s On Us and offering college students free
8 LYFT rides so that they “don’t need to worry about finding a safe ride after going out.” The
9 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.
10 Nowhere on LYFT’s website does LYFT discuss the occurrence or risk of sexual assault by
11 LYFT’s drivers.

12 100. LYFT itself represented to its passengers that riding with LYFT is safe, implying
13 it’s free of risk from sexual assault.

14 101. Defendant LYFT had reason to know that passengers would be unaware of the risk
15 of sexual assault by LYFT drivers.

16 102. A warning to its passengers that they were at risk of sexual assault by LYFT drivers
17 would have reduced the risk of harm to passengers, including Plaintiff, who could have arranged
18 for alternative transportation or taken additional safety precautions and avoided the assault she
19 suffered at the hands of her Lyft driver.

20 103. As a direct and legal result of Defendant LYFT’s failure to warn, Plaintiff has
21 suffered damages, both economic and general, non-economic damages according to proof.

22 **VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT’S DRIVERS**

23 104. Plaintiff incorporates by reference the preceding paragraphs.

24 105. LYFT is vicariously liable for the torts of its drivers through the theories of
25 *respondeat superior*, nondelegable duties, agency, and ostensible agency. LYFT’s liability for the
26 acts of its drivers is not contingent upon the classification of its drivers as employees.

27 106. Under the doctrine of *respondeat superior*, LYFT is responsible for the torts of its
28 employees committed within the scope of employment. The modern rationale for the theory is

that an employer who profits from an enterprise which, through the torts of his employees, causes harm to others should bear the costs of the injury instead of the innocent injured plaintiff.

107. LYFT profits from transporting vulnerable passengers late at night. LYFT encourages intoxicated passengers to use its services. At the same time, LYFT does not take reasonable steps to protect its passengers or warn them of the dangers of riding with LYFT. LYFT, and not the victims of LYFT's negligence, should bear the costs of injuries that result from torts such as sexual assault, kidnapping, and rape.

108. LYFT drivers are employees. LYFT reserves the right to control the activities of LYFT drivers. LYFT controls the prices charged to customers, controls contact with the customer base, controls the ability of a driver to see where he will be driving before he accepts a ride, and reserves the right to terminate drivers with or without cause.

109. LYFT DRIVER's rape of Plaintiff occurred within the scope of the LYFT DRIVER's employment and/or authority. The rape of intoxicated and unaccompanied women who have been placed in an improperly screened LYFT driver's car with little to no supervision is incidental to and a foreseeable result of the act of transporting passengers.

110. LYFT may maintain that its drivers are contractors and not employees. Nevertheless, whether the LYFT drivers are characterized as contractors, employees or agents, LYFT has a non-delegable duty to transport its passengers safely.

111. The doctrine of nondelegable duty recognizes when one party owes a duty to another which, for public policy reasons, cannot be delegated. It operates to ensure that when a harm occurs the injured party will be compensated by the party whose activity caused the harm and who may therefore properly be held liable for the acts of his agent, whether the agent was an employee or an independent contractor. The doctrine recognizes that an entity may not delegate its duties to a contractor in order to evade its own responsibilities. This is especially so when allowing delegation would incentivize the employers to hire incompetent contractors in order to further the employer's pecuniary interests.²

² See, for example, Barry v. Raskov, 232 Cal. App. 3d 447, 454 (Ct. App. 1991), where the court

112. In advertising to passengers that LYFT provides them a safe ride to their destinations and by profiting off of women who use LYFT for that very purpose and are attacked, LYFT has a duty to its passengers that cannot be delegated. To allow LYFT to delegate the liability for the assaults by its drivers to anyone else would encourage LYFT to continue to utilize the cheapest, fastest, and most haphazard safety procedures. LYFT would be disincentivized from hiring only competent drivers, since the more drivers LYFT has, the more money LYFT makes.

113. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT drivers represent LYFT's business and further LYFT's pecuniary interests.

114. LYFT drivers display the LYFT logo when interacting with passengers, and in many cases LYFT drivers are the only people with whom LYFT's passengers have direct contact. LYFT drivers provide the service that LYFT claims to provide – transportation.

115. By allowing LYFT drivers to represent LYFT's business, LYFT creates the impression that its drivers, including LYFT DRIVER, were LYFT's employees and/or agents.

116. Plaintiff reasonably believed that LYFT DRIVER was an employee or agent of LYFT, and, relying on this belief, hired LYFT DRIVER and suffered harm as a result of her contact with LYFT DRIVER.

117. For these reasons and others, LYFT is vicariously liable for the tortious acts of its drivers, regardless of whether LYFT's drivers are employees, agents, apparent agents, or contractors of LYFT.

FIFTH CAUSE OF ACTION

(VICARIOUS LIABILITY FOR SEXUAL ASSAULT)

118. The preceding paragraphs of this Complaint are re-alleged and incorporated by reference.

119. At the time of Plaintiff's rape, the LYFT DRIVER intended to cause harmful and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension of imminent

recognized that allowing a broker to delegate the liability for the fraudulent torts of its contractor property appraiser would incentivize the broker to hire potentially insolvent contractors, to the detriment of the public.

1 harmful and offensive contact. He intentionally and recklessly did acts which placed Plaintiff in
2 apprehension of imminent harm, including but not limited to: forcing her to engage in sexual
3 intercourse with him despite her lack of consent.

4 120. As a result, Plaintiff was raped, which humiliated, degraded, violated, and robbed
5 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to
6 suffer both psychological and physical harm from which she may never fully recover.

7 121. LYFT DRIVER committed these tortious and wrongful acts while acting in the
8 course and scope of his employment with LYFT as an employee/agent of LYFT. Therefore,
9 LYFT is liable for LYFT DRIVER's assault of Plaintiff and is responsible for damages caused by
10 said conduct under the principles of vicarious liability, including the doctrine of *respondeat*
11 *superior*. Even if LYFT DRIVER had not been an employee, LYFT's duty to provide
12 transportation free of assault is nondelegable and LYFT is liable for LYFT DRIVER's actions,
13 because to allow LYFT to delegate its duty of providing the safe transportation it promises would
14 incentivize LYFT to create a greater risk of harm to the public.

15 122. Under the theories of *respondeat superior*, nondelegable duty, agency, and
16 ostensible agency, LYFT is liable for the tortious acts of LYFT DRIVER.

17 123. As a legal result of LYFT DRIVER's rape, Plaintiff has suffered economic and
18 general, non-economic damages according to proof.

19 **SIXTH CAUSE OF ACTION**

20 **(VICARIOUS LIABILITY FOR SEXUAL BATTERY)**

21 124. The preceding paragraphs of this Complaint are re-alleged and incorporated by
22 reference.

23 125. LYFT DRIVER made harmful and offensive contact with the Plaintiff. Plaintiff
24 did not consent to the contact. Plaintiff was harmed and offended by LYFT DRIVER's contact
25 with her. LYFT DRIVER intentionally and recklessly did acts which resulted in harmful contact
26 with Plaintiff's person, including but not limited to raping her.

27 126. As a result of LYFT and LYFT DRIVER's sexual battery which occurred while in
28 the course and scope of the LYFT DRIVER's employment, Plaintiff was raped, which humiliated,

1 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The driver's assault on
2 Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she may
3 never fully recover.

4 127. As a legal result of LYFT's Sexual Battery, Plaintiff has suffered damages, both
5 economic and general, non-economic damages according to proof.

6 128. LYFT is vicariously liable for the torts of its driver under the theory of *respondeat*
7 *superior*, the nondelegable duty doctrine, agency, and ostensible agency.

8 **SEVENTH CAUSE OF ACTION**

9 **(INTENTIONAL MISREPRESENTATION)**

10 129. The preceding paragraphs of this Complaint are re-alleged and incorporated by
11 reference.

12 130. At the time that Plaintiff was raped, Plaintiff had downloaded the LYFT application
13 and had an account with LYFT.

14 131. LYFT represented to Plaintiff and the general public that safety was LYFT's top
15 priority and it was LYFT's goal to make every ride safe, comfortable, and reliable. At the same
16 time, LYFT already knew that a number of its drivers had preyed on vulnerable female passengers
17 by sexually molesting, assaulting and/or raping them.

18 132. LYFT made intentional misrepresentations of fact to Plaintiff known by Defendant
19 to be false including the false statement that Defendant would provide Plaintiff with a safe ride to
20 her destination.

21 133. LYFT made these intentional misrepresentations of material fact in order to induce
22 young women, including Plaintiff, into using LYFT's services.

23 134. LYFT made these representations to Plaintiff and the general public despite
24 knowing that it had chosen not to take the measures necessary to provide a safe ride home, and
25 that, as a result, continued sexual assault of its passengers by its drivers was a foreseeable
26 occurrence. LYFT made these representations in order to induce women like the Plaintiff into
27 using LYFT's services and to derive profit from women like Plaintiff.

28 135. In getting into the LYFT Plaintiff ordered, she reasonably relied on LYFT's

1 representations that it would get her safely home.

2 136. In trusting and relying on LYFT's representations, Plaintiff was placed in a
3 uniquely vulnerable position that was taken advantage of by LYFT's employee LYFT DRIVER
4 who raped Plaintiff against her will.

5 137. As a legal result of LYFT's intentional misrepresentation, Plaintiff was raped,
6 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
7 depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from
8 which she may never fully recover.

9 138. As a legal result of LYFT's intentional misrepresentation, Plaintiff has suffered
10 damages, both economic and general, non-economic damages according to proof.

11 **EIGHTH CAUSE OF ACTION**
12 **(NEGLIGENT MISREPRESENTATION)**

13 139. The preceding paragraphs of this Complaint are re-alleged and incorporated by
14 reference.

15 140. LYFT represented to Plaintiff and the general public that safety is LYFT's top
16 priority and it is LYFT's goal to make every ride safe, comfortable, and reliable. At the time of
17 the assault alleged herein, LYFT knew that a number of its drivers had previously preyed on
18 vulnerable female passengers by sexually molesting, assaulting and/or raping them.

19 141. LYFT continued to represent that its services were safe in order to further LYFT's
20 own pecuniary interests.

21 142. In representing to intoxicated and vulnerable passengers that its services were safe,
22 LYFT had a duty to provide correct and accurate information about the actual safety of its
23 services.

24 143. LYFT knew or should have known that it could not provide the safe ride that it
25 represented it could.

26 144. Knowing of the incidence of sexual assault of its passengers by its drivers and
27 knowing that LYFT had not implemented adequate precautions, LYFT had no reasonable grounds
28 for believing that it could provide Plaintiff and other similarly vulnerable female passengers a safe

ride home as represented.

145. In getting into the LYFT Plaintiff ordered, she reasonably relied on LYFT's representations that it would get her safely home.

146. In trusting and relying on LYFT's representations, Plaintiff was placed in a uniquely vulnerable position that was taken advantage of by LYFT's employee, LYFT DRIVER, who raped Plaintiff against her will.

147. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was raped which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

148. As a legal result of LYFT's Negligent Misrepresentation, Plaintiff has suffered damages, both economic and general, non-economic damages according to proof.

NINTH CAUSE OF ACTION

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

149. Plaintiff hereby incorporates by reference the preceding causes of action and factual allegations.

150. For several years prior to the rape of Plaintiff by a LYFT driver, LYFT was fully aware that other female passengers had been sexually assaulted and raped by LYFT drivers. Since 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been notified of police investigations of the criminal conduct of drivers acting within their capacity as LYFT drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of LYFT's passengers by LYFT's drivers.

151. LYFT made a conscious decision not to implement procedures that would effectively screen its drivers and monitor its drivers in order to identify and terminate drivers who were sexual predators.

152. Safety precautions such as enhanced background checks, biometric fingerprinting, job interviews, electronic monitoring systems, warnings to passengers of the dangers of being attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a

1 passenger would have cost LYFT money and reputational damage. Because of this, LYFT
2 decided not to implement such precautions and instead continues to place its passengers at greater
3 risk of kidnapping, sexual assault, rape, and forcible sodomy by LYFT's own drivers.

4 153. Additional safety precautions that LYFT chose not to make include but are not
5 limited to: ongoing monitoring of LYFT through available technology including cameras and
6 GPS; a zero tolerance policy for drivers who deviate from expected behavior by leaving the
7 vehicle with passengers, or by deviating substantially from the assigned route; a zero-tolerance
8 program for sexual assault and guidelines mandating immediate termination; creating and
9 instituting a system encouraging customer reporting; and adequate monitoring of customer
10 complaints by well-trained and effective customer service representatives. LYFT chose not to
11 implement such precautions.

12 154. In failing to take these and other safety precautions designed to protect female
13 passengers from sexual predators driving for LYFT, LYFT breached its duty of reasonable care,
14 negligently inflicting emotional harm, and acted recklessly and in conscious disregard of the safety
15 of its female passengers.

16 155. As a direct and legal result of LYFT's negligent infliction of emotional distress,
17 Plaintiff has suffered damages, both economic and general, non-economic damages according to
18 proof.

19 **TENTH CAUSE OF ACTION**

20 **(BREACH OF CONTRACT)**

21 156. Plaintiff hereby incorporates by reference all the preceding allegations.
22 Plaintiff entered into a contract with LYFT. The essence of this commercial transaction was the
23 payment of a fee to LYFT in exchange for safe and reasonable transportation to her destination.

24 157. As a result of the conduct, acts and omissions set forth above, LYFT breached its
25 contract with Plaintiff, including breaching implied covenants which would be inherent in such a
26 contract.

27 158. As a legal result of LYFT's Breach of Contract, plaintiff has suffered damages,
28 both economic and general, non-economic damages according to proof.

ELEVENTH CAUSE OF ACTION
(PUNITIVE DAMAGES)

159. The preceding paragraphs of this Complaint are re-alleged and incorporated by reference.

160. As stated above, LYFT knew that it faced an ongoing problem of sexual predators driving for LYFT and assaulting its passengers. As early as 2015 LYFT knew that its drivers were sexually assaulting female passengers. Since 2015, LYFT has received frequent passenger complaints about driver sexual misconduct, including sexual assault and rape, it has been notified of police investigations of the criminal sexual conduct of drivers acting within their capacity as LYFT drivers, and it has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of LYFT's passengers by LYFT's drivers.

161. Nevertheless, even though LYFT was fully aware of its sexual predator problem it failed to take safety precautions to protect its passengers.

162. Safety precautions such as enhanced background checks, biometric fingerprinting, job interviews, electronic monitoring systems, warnings to passengers of the dangers of being attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a passenger would have cost LYFT money and reputational damage. Because of this, LYFT decided not to implement such precautions and instead has continued to place its passengers at greater risk of kidnapping, sexual assault, rape, and forcible sodomy by LYFT's own drivers.

163. As such LYFT acted recklessly and in knowing, conscious disregard of the safety of its passengers and the public safety.

164. As a legal result of the aforementioned negligent, reckless and grossly negligent conduct of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was raped, which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety.

165. As a result of her rape, Plaintiff suffered serious emotional distress.

166. As a result of LYFT's misconduct as stated above, Plaintiff prays for exemplary damages to punish LYFT for its misconduct and to deter future misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against all Defendants as follows:

1. For general damages (also known as non-economic damages), including but not limited to, past and future pain and suffering, in an amount in excess of the jurisdictional minimum, according to proof;
2. For special damages (also known as economic damages), including but not limited to past and future hospital, medical, professional, and incidental expenses as well as past and future loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the jurisdictional minimum, according to proof;
3. For exemplary and punitive damages according to proof;
4. For prejudgment interest, according to proof;
5. For costs of suit incurred herein, according to proof;
6. For such other and further relief as the Court may deem just and proper.

DATED: August 8, 2019

LEVIN SIMES ABRAMS LLP

By: 

Laurel L. Simes

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action.

DATED: August 8, 2019

LEVIN SIMES ABRAMS LLP

By: 

Laurel L. Simes

Attorneys for Plaintiff